

CORRECTION TO ANSWER TO 5/27/2014 BIDDER QUESTION 36
Physical Medicine & Rehabilitation Services (PM&RS) and Prosthetics Center

36. Question: On pages 290, 302, 386, 415, 445, 452, 512, 523, 532, 563, 571, 575, 635 and 1649 of the 2199 page Construction Specifications, the language regarding the warranty for these various aspects of construction seems to extend the contractor's warranty to a longer period of time which varies for the specific construction. As an example, on page 290, the clause reads as follows: Warrant exterior masonry walls against moisture leaks and subject to terms of "Warranty of Construction", FAR clause 52.246-21, except that warranty period shall be five years. The typical contractor warranty required under FAR clause 52.246-21 is a 1 year warranty from the date of final acceptance of the work. The warranties on the various pages listed above are anywhere from 5 years to 20 years which are well beyond the normal construction industry standard for warranty periods required of contractors. These extended warranties are typically not supported by surety companies and could severely limit the competition on the above-captioned job. We would ask that you clarify the specifications so that any of the above extended warranties are the sole responsibility of the manufacturer and the contractor's warranty is limited to 1 year per normal FAR regulations.

Answer: Regarding warranties:

- 1. Provide a 1 year General Contractor workmanship warranty.**
- 2. Provide a 1 year Subcontractor workmanship warranty.**
- 3. Provide Materials and Products warranty as specified in the individual specification sections.**
- 4. ~~The commissioning specification address requirements being met at the end of the warranty period, and if not, workmanship must be corrected so that the commissioning requirements are met, even if after the warranty period.~~**